

**AGREEMENT FOR VIDEO PRODUCTION, CABLECASTING AND GOVERNEMENT  
CHANNEL SERVICES FOR  
THE SAN LUIS COUNTY BOARD OF SUPERVISORS,  
PLANNING COMMISSION AND HEALTH COMMISSION MEETINGS  
BY INDEPENDENT CONTRACTOR**

THIS AGREEMENT is entered into this day of June 5, 2012, by and between the **COUNTY OF SAN LUIS OBISPO** (hereinafter referred to as "County") and **AGP VIDEO Inc.**, a video production company and independent contractor (hereinafter referred to as "Contractor").

**WITNESSETH:**

**WHEREAS**, the County of San Luis Obispo has a need for special services to provide video production services to document the Board of Supervisors, Planning Commission and Health Commission meetings and to distribute copies of the recordings as needed; and

**WHEREAS**, AGP Video responded to a Request for Proposals issued by County on January 12, 2011, for video production services; and

**WHEREAS**, AGP Video is determined by the Selection Committee to be specially trained, experienced and competent to perform such services;

**NOW THEREFORE**, the parties mutually agree as follows:

**A. SCOPE OF SERVICES**

1. Contractor will provide gavel-to-gavel, unedited coverage of all regular Board of Supervisors, Planning Commission and Health Commission meetings held from June 5, 2012, through June 30, 2013. Each County agency shall provide Contractor with a current calendar of scheduled meetings when calendars are approved by board or commission.
2. Contractor may be required to include on-screen graphics to identify the speaker, whenever possible. At a minimum, the agenda item number and description will be presented on-screen.
3. Contractor will cablecast the live presentation of meetings on the Countywide Government and Issues Channel (currently Charter Channel 21). To the extent that there is a need to preempt this programming due to circumstances beyond Contractor's control, Contractor shall comply with Article A(7) herein.

4. One DVD copy of each Board of Supervisors' meeting will be provided to the County Administrative Office, one DVD copy of each Planning Commission meeting will be provided to the Planning and Building Department and one DVD copy of each Health Commission meeting will be provided to the Health Agency. In addition, one DVD copy of each meeting covered under this Agreement will be provided to the City/County Library within two working days of the meeting.
5. Contractor may provide additional DVD copies of the recorded meeting to the public, upon request, at a cost not to exceed \$20 for the initial disc of the meeting and \$5 for each additional disc. County departments requesting copies of the recorded meeting will pay \$15 per copy plus \$5 for each additional disc. Each recorded DVD copy sold must be clearly marked so that the purchaser understands the copy is an "unofficial" copy of the recording.
6. As the channel operations manager for the Government and Issues Channel on Charter Communications, Contractor will schedule and manage the programming for Channel 21. Broadcast and programming priorities for the use of Channel 21 are as follows:
  - a. Meetings of the Board of Supervisors, Planning Commission and Health Commission.
  - b. Special meetings and workshops between the Board of Supervisor's members and other city or regional representatives when approved by the CAO or his/her designee.
  - c. County produced programming of a non-commercial, non-partisan nature that involve topics to inform citizens about County of San Luis Obispo services and programs or that may be of interest to the local community that are approved by the CAO or his/her designee.
  - d. Meetings of other governmental agencies which are approved by the CAO or his/her designee.
  - e. Other programming that may include outside produced programs, which are non-commercial/nonpartisan and are generally of an educational or public awareness nature as approved by the CAO or his/her designee.
7. As the channel operations manager for the Government and Issues Channel on Charter Communications, Contractor will act with due diligence to adhere to the following schedule of minimum playback times:

Board of Supervisors meetings:

Tuesday: 6:00 p.m.

Wednesday: 8:30 a.m. and in the evening beginning

Between 8:30 — 10:00 p.m., and

Sunday: 530 p.m.

Planning Commission meetings:

Thursday: 6:00 p.m.

Saturday: 1:00 p.m. or as soon as possible after the end of the CCSD meeting.

Monday: 6:00 p.m.

Health Commission meetings:

Wednesday: 6:00 p.m.

County recognizes that there may be a need to preempt this programming schedule with live presentations that are of interest to the community. In this case, Contractor will guarantee that each meeting not replayed on the schedules denoted above will be the first program scheduled after a live cablecast that preempted the meeting, and will notify the viewing public of the revised schedule as soon as is feasible.

8. Contractor will run the County provided slideshow or other County requested programming during all Board of Supervisors and Planning Commission meeting breaks in the morning and afternoon.
9. The work to be done by Contractor pursuant to this Agreement shall include the furnishing of labor and supervision. Contractor provided equipment, materials, supplies and all other items will supplement County provided equipment and materials as needed to perform the required services.
10. Contractor may provide videotaping, cable casting, or other related services for special meetings upon request of County. The cost for providing these additional services will be negotiated on a case-by-case basis. County will notify Contractor of the schedule of such meeting as soon as possible after said meeting is scheduled.

## **B. CONTRACTOR PERFORMANCE**

1. Contractor shall at all times during the term of this Agreement provide high quality, efficient, technically-competent and professional service in accordance with the standards of the industry and to the reasonable satisfaction of County.
2. Contractor shall, at all times during the contracted events, have at least one employee in the production facility Board Chamber's control room who has a minimum of one year, with County preferring two years, of video production experience in environments similar to that of County.
3. Contractor will ensure that all production employees involved in providing services under this Agreement have been thoroughly trained on use of the County's Board Chamber's control room equipment prior to working on any event covered

under this Agreement. The training shall involve staff from the County General Services Agency - Information Technology ("GSA-IT") and Contractor shall coordinate with GSA-IT prior to conducting said training.

4. Contractor will ensure that all production employees involved in providing services under this Agreement have been oriented to the protocols and processes used during Board of Supervisors, Planning Commission and Health Commission meetings. The orientation shall involve County staff including but not limited to staff from the County –Clerk Recorder’s Office (“Clerk-Recorder”) and Contractor shall coordinate with the Clerk-Recorder prior to conducting said orientation.
5. County requires that all Contractor production employees assigned to work on any event under this Agreement have experience in working on video - production of at least four (4) live government meetings prior to working on any event covered under this Agreement.
6. Contractor will act with due diligence to meet the following quality production expectations:
  - Camera Takes are to be cut or fade away. There will be no "wipes."
  - Picture in Picture is employed when appropriate. Camera takes are to follow the speaker as quickly as possible.
  - Captioning slates are to be displayed as quickly as possible following a subject change.
  - Sound levels are to be kept consistent.
7. Contractor will meet with County representatives on a semi-annual basis to discuss performance and operational issues. County will schedule such meetings and notify Contractor in writing of the established schedule. The frequency of such performance reviews may be increased or reduced at County's discretion.
8. Contractor will not make any hardware configuration changes to County-owned equipment nor remove any County-owned property from the Board Chambers control room without prior written consent or involvement of GSA-IT support staff.
9. Contractor will not modify nor upgrade any software used on or for County owned equipment, including the installation of new releases or patches, without prior consent or involvement of GSA-IT support staff
9. At the conclusion of any/all meetings, Contractor shall return all equipment to predefined, default states. As these states may change from time-to-time, they are

not specified within this Agreement. A listing of current "default states" will be posted in the Board Chambers control room.

10. Production primary recordings are to be digital with an analog back up.

11. Master copies are to be digital where possible.

**C. OWNERSHIP AND COPYIUGHT OF VIDEOTAPED BOARD OF SUPERVISORS, PLANNING COMMISSION, AND HEALTH COMMISSIONS MEETINGS**

DVDs or other materials produced in whole or part under this Agreement shall be the property of County. Any copies of meetings or other material produced in whole or part under this Agreement shall be the property of County and none shall be subject to an application for copyright by or on behalf of Contractor.

**D. COMPENSATION**

County shall pay Contractor per meeting compensation, as follows:

1. \$500 base rate for Board of Supervisors and Planning Commission meetings from start to 12:15 p.m.
2. \$100 per hour for Board of Supervisors and Planning Commission meetings that extend beyond 12:15 p.m. exclusive of lunch break. Hourly charges will be billed in 15 minute increments, rounded up.
3. The normal full day meeting consists of a morning session beginning at 9:00 a.m. to 12:15 p.m., a lunch break from 12:15 p.m. to 1:30 p.m. and an afternoon session from 1:30 p.m. to 5:00 p.m.. The normal full day meeting charge will not exceed \$850.
4. \$500 base rate for Health commission meetings from start to 9:00 p.m.
5. \$100 per hour for Health Commission meetings that extend beyond 9:00 p.m. Hourly charges will be billed in 15 minute increments, rounded up.
6. Compensation for additional services at special meetings or other expenses related to special services shall be separately negotiated between Contractor and County.

**E. BILLING.**

Contractor shall submit to County, by the 15<sup>th</sup> of each month, an invoice and detailed statement of services performed during that preceding period. Contractor may be required to provide additional billing information at the request of County.

**F. PAYMENTS**

County shall pay the approved invoices within twenty (20) days after receipt of a complete and accurate invoice of video production activities.

**G. TERM OF AGREEMENT**

The term of this Agreement shall be for a period of one (1) year ("Initial Term") and shall commence on June 5, 2012, and shall continue through and including June 30, 2013. The term of this Agreement may be extended by mutual written agreement for three additional one (1) year terms ("Extended Term"). The County Administrative Officer ("CAO") shall have the authority to execute any extension as referenced herein.

**H. TERMINATION OF AGREEMENT**

County reserves the right to terminate this Agreement for convenience, without cause, by the CAO with seven calendar days notice. Contractor shall be paid for all work satisfactorily completed prior to the effective date of said termination.

**I. EQUAL EMPLOYMENT OPPORTUNITY.**

During the performance of this Agreement, Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.

**J. ENTIRE AGREEMENT AND MODIFICATION.**

This Agreement supersedes all previous contracts and constitutes the entire understanding of the parties hereto. Contractor shall be entitled to no other benefits than those specified herein. No changes, amendments or alterations shall be effective unless in writing and signed by both parties. Contractor specifically acknowledges that in entering into and executing this Agreement, Contractor relies solely upon the provisions contained in this Agreement and no others.



**K. NON-ASSIGNMENT OF AGREEMENT.**

Inasmuch as this Agreement is intended to secure the specialized services of Contractor, Contractor may not assign, transfer, delegate or sublet any interest therein without the prior written consent of County and any such assignment, transfer, delegation, or sublease without County's prior written consent shall be considered null and void.

**L. COVENANT.**

This Agreement has been executed and delivered in the State of California and the validity, enforceability and interpretation of any of the clauses of this Agreement shall be determined and governed by the laws of the State of California. All duties and obligations of the parties created hereunder are performable in San Luis Obispo County and such County shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Agreement.

**M. ENFORCEABILITY**

If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

**N. EMPLOYMENT STATUS.**

Contractor shall, during the entire term of the Agreement, be construed to be an independent Contractor and nothing in this Agreement is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, or to allow County to exercise discretion or control over the professional manner in which Contractor performs the services which are the subject matter of this Agreement; provided always however that the services to be provided by Contractor shall be provided in a manner consistent with all applicable standards and regulations governing such services. Contractor understands and agrees that Contractor's personnel are not and will not be eligible for membership in or any benefits from any County group plan for hospital, surgical or medical insurance or for membership in any County retirement program or for paid vacation, paid sick leave, or other leave, with or without pay or for any other benefit which accrues to a County employee.

**O. WARRANTY OF CONTRACTOR.**

Contractor warrants that Contractor and each of the personnel employed or otherwise retained by Contractor are properly certified and licensed under the laws and regulations of the State of California to provide the special services herein agreed to.

**P. INDEMNIFICATION.**

Contractor shall defend, indemnify and hold harmless County, its officers and employees from all claims, demands, damages, costs, expenses, judgments, attorney fees, or other losses that may be asserted by any person or entity, including Contractor, and that arise out of or are made in hereunder. The obligation to indemnify shall be effective and shall extend to all such claims or losses in their entirety. However, this indemnity will not extend to any claims or losses arising out of the sole negligence or willful misconduct of County, its officers and employees.

**Q. INSURANCE**

Contractor, at its sole cost and expense, shall purchase and maintain the insurance policies set forth below on all of its operations under this Agreement. Such policies shall be maintained for the full term of this Agreement. Any failure to comply with reporting provisions(s) of the policies referred to above shall not affect coverage provided to County, its officers, employees, volunteers and agents. For purposes of the insurance policies required hereunder, the term "County" shall include officers, employees, volunteers and agents of the County of San Luis Obispo, California, individually or collectively.

**1. MINIMUM SCOPE AND LIMITS OF REQUIRED INSURANCE POLICIES**

The following policies shall be maintained with insurers authorized to do business in the State of California and shall be issued under forms of policies satisfactory to County:

**A. COMMERCIAL GENERAL LIABILITY INSURANCE POLICY ("CGL")**

Policy shall include coverage at least as broad as set forth in Insurance Services Office (herein "ISO") Commercial General Liability coverage. (Occurrence Form CG 0001) with policy limits not less than the following:

- \$1,000,000 each occurrence (combined single limit);
- \$1,000,000 for personal injury liability;
- \$1,000,000 aggregate for products-completed operations; and,
- \$1,000,000 general aggregate.

The general aggregate limits shall apply separately to Contractor's work under this Agreement.

**B. BUSINESS AUTOMOBILE LIABILITY POLICY ("BAL")**

Policy shall include coverage at least as broad as set forth in Insurance Services Office Business Automobile Liability Coverage, Code 1 "Any Auto" (Form CA 0001). This policy shall include a minimum combined single limit of not less than One-million



(\$1,000,000) dollars for each accident, for bodily injury and/or property damage. Such policy shall be applicable to vehicles used in pursuit of any of the activities associated with this Agreement. Contractor shall not provide a Comprehensive Automobile Liability policy which specifically lists scheduled vehicles without the express written consent of County.

### **C. WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY ("WC/EL")**

This policy shall include at least the following coverages and policy limits:

- a. Workers' Compensation insurance as required by the laws of the State of California; and
- b. Employer's Liability Insurance Coverage B with coverage amounts not less than one million (\$1,000,000) dollars each accident/Bodily Injury (herein "BI"); one million (\$1,000,000) dollars policy limit BI by disease; and, one million (\$1,000,000) dollars each employee BI by disease.

## **2. DEDUCTIBLES AND SELF-INSURANCE RETENTIONS**

Any deductibles and/or self-insured retentions which apply to any of the insurance policies referred to above shall be declared in writing by Contractor and approved by County before work is begun pursuant to this Agreement. At the option of County, Contractor shall either reduce or eliminate such deductibles or self-insured retentions as respect County, its officers, employees, volunteers and agents, or shall provide a financial guarantee satisfactory to County guaranteeing payment of losses and related investigations, claim administration, and/or defense expenses.

## **3. ENDORSEMENTS**

All of the following clauses and endorsements, or similar provisions, are required to be made a part of insurance policies indicated in parentheses below:

- a. A "Cross Liability", "Severability of Interest" or "Separation of Insureds" clause (CGL & BAL);
- b. The County of San Luis Obispo, its officers, employees, volunteers and agents are hereby added as additional insureds with respect to all liabilities arising out of Contractor's performance of work under this Agreement (CGL & BAL);
- c. If the insurance policy covers an "accident" basis, it must be changed to "occurrence" (CGL & BAL);
- d. This policy shall be considered primary insurance with respect to any other valid and collectible insurance County may possess, including any self-insured retention County may have, and any other insurance County does possess shall be

considered excess insurance only and shall not be called upon to contribute to this insurance (CGL, BAL & PL);

- e. No cancellation or non-renewal of this policy, or reduction of coverage afforded under the policy, shall be effective until written notice has been given at least thirty (30) days prior to the effective date of such reduction or cancellation to County at the address set forth below (CGL, BAL, WC/EL & PL);
- f. Contractor and its insurers shall agree to waive all rights of subrogation against County, its officers, employees, volunteers and agents for any loss arising under this Agreement (CGL); and
- g. Deductibles and self-insured retentions must be declared (All Policies).

#### **4. ABSENCE OF INSURANCE COVERAGE**

County may direct Contractor to immediately cease all activities with respect to this Agreement if it determines that Contractor fails to carry, in full force and effect, all insurance policies with coverages at or above the limits specified in this Agreement. Any delays or expense caused due to stopping of work and change of insurance shall be considered Contractor's delay and expense. At County's discretion, under conditions of lapse, County may purchase appropriate insurance and charge all costs related to such policy to Contractor.

#### **5. PROOF OF INSURANCE COVERAGE AND COVERAGE VERIFICATION**

Prior to commencement of work under this Agreement, and annually thereafter for the term of this Agreement, Contractor, or each of Contractor's insurance brokers or companies, shall provide County a current copy of a Certificate of Insurance, on an Accord or similar form, which includes complete policy coverage verification, as evidence of the stipulated coverages. All of the insurance companies providing insurance for Contractor shall have, and provide evidence of, A.M. Best Rating of "A-" or above. The Certificate of Insurance and coverage verification and all other notices related to cancellation or non-renewal shall be mailed to:

County Administrative Office  
RM D430 County Government Center  
San Luis Obispo, CA 93408  
Attn: James Grant, County Administrator

#### **R. RECORDS.**

- 1. Contractor shall keep complete and accurate records for the services performed pursuant to this Agreement and any records required by law or government regulation and shall make such records available to County upon request.

2. Contractor shall assure the confidentiality of any records that are required by law to be so maintained.
3. Contractor shall prepare and forward such additional or supplementary records as County may reasonably request.

**S. NOTICES.**

Any notice required to be given pursuant to the terms and provisions hereof shall be in writing and shall be sent by first class mail to County at:

County Administrative Office  
RM D430 County Government Center  
San Luis Obispo, CA 93408  
Attn: James Grant, County Administrator

and to the Contractor:

AGP Video, Inc.  
390 Preston Lane  
Morro Bay, CA 93442  
Attn: Steve Mathieu

COUNTY OF SAN LUIS OBISPO -

By: \_\_\_\_\_  
Chairman of the Board of Supervisors

Date: \_\_\_\_\_

CONTRACTOR

By: Lance Castle  
Name

CEO  
Title

Date: 5/25/12

ATTEST:

\_\_\_\_\_  
Clerk of the Board of Supervisors

Date: \_\_\_\_\_

APPROVED AS TO FORM AND LEGAL EFFECT:

Warren R. Jensen  
County Counsel

By: Rick Neal  
Assistant County Counsel

Date: 5/29/12